

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|---|---|----------------|-----------------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the brief previously recorded on Reel 004622 Frame 0463. Assignor(s) hereby confirms the Assignment of Security Interest in Trademarks by Secured Party. | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| General Electric Capital Corporation | | 07/21/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Deutsche Bank Trust Company Americas | | |
| Street Address: | 60 Wall Street, 27th Fl. MS NYC60-2710 | | |
| Internal Address: | ATTN: PROJECT FINANCE/ROAD LINK 2ND LIEN FACILITY | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10005 | | |
| Entity Type: | CORPORATION: NEW YORK | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2636253 | ROADPERKS | |
| Registration Number: | 2832244 | ROADLINK USA | |
| Registration Number: | 1454644 | ROAD LINK | |
| Registration Number: | 1420457 | ROAD LINK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (617)951-8736 | | |
| Phone: | 617-951-8000 | | |
| Email: | eileen.sullivan@bingham.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Eileen Sullivan | | |
| Address Line 1: | Bingham McCutchen LLP | | |
| Address Line 2: | One Federal Street | | |

OP \$115.00 2636253

900203512

TRADEMARK
REEL: 004634 FRAME: 0116

| | |
|--|-------------------|
| Address Line 4: Boston, MASSACHUSETTS 02110 | |
| ATTORNEY DOCKET NUMBER: | 2636253 |
| NAME OF SUBMITTER: | David O. Johanson |
| Signature: | /david johanson/ |
| Date: | 09/30/2011 |
| <p>Total Attachments: 11 source=CUNA#page1.tif source=CUNA#page2.tif source=CUNA#page3.tif source=CUNA#page4.tif source=CUNA#page5.tif source=CUNA#page6.tif source=CUNA#page7.tif source=CUNA#page8.tif source=CUNA#page9.tif source=CUNA#page10.tif source=CUNA#page11.tif</p> | |

**United States Patent and Trademark Office**

[Home](#) | [Site Index](#) | [Search](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)

**Electronic Trademark Assignment System**

Confirmation Receipt

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| | | | |
|-------------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| General Electric Capital Coporation | | 07/21/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Deutsche Bank Trust Company Americas | | |
| Street Address: | 60 Wall Street, 27th Fl. MS NYC60-2710 | | |
| Internal Address: | Attn: Project Finance/Roadlink 2nd Lien Facility | | |

| | |
|-----------------------|-----------------------|
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10005 |
| Entity Type: | CORPORATION: NEW YORK |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|-----------------------------|---------------|------------------|
| Registration Number: | 2636253 | ROADPERKS |
| Registration Number: | 2832244 | ROADLINK USA |
| Registration Number: | 1454644 | ROAD LINK |
| Registration Number: | 1420457 | ROAD LINK |

CORRESPONDENCE DATA**Fax Number:** (617)951-8736**Phone:** 617-951-8000**Email:** eileen.sullivan@bingham.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Eileen Sullivan**Address Line 1:** Bingham McCutchen LLP**Address Line 2:** One Federal Street

| | |
|---|-------------------|
| Address Line 4: Boston, MASSACHUSETTS 02110 | |
| ATTORNEY DOCKET NUMBER: | 2636253 |
| NAME OF SUBMITTER: | Rachelle A. Dubow |
| Signature: | /rachelle dubow/ |
| Date: | 09/12/2011 |
| Total Attachments: 6 source=74456452#page1.tif source=74456452#page2.tif source=74456452#page3.tif source=74456452#page4.tif source=74456452#page5.tif source=74456452#page6.tif | |
| RECEIPT INFORMATION ETAS ID: TM213595 Receipt Date: 09/14/2011 Fee Amount: \$115 | |

[Return to home page](#)

[Start another assignment from the same template](#)

[| .HOME](#) | [INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [CONTACT US](#) | [PRIVACY STATEMENT](#)

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This Assignment of Security Interest in Trademarks ("Trademark Collateral Assignment"), dated as of July 21, 2011, is executed by General Electric Capital Corporation, as assignor (the "Existing Agent") and Deutsche Bank Trust Company Americas, as assignee (the "Successor Agent"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Second Lien Credit Agreement, referred to below.

RECITALS

WHEREAS, RoadLink USA, Inc., as borrower (the "Borrower"), the Credit Parties, the Existing Agent, as Agent and Second Lien Collateral Agent, the several banks and other financial institutions (the "Lenders"), and GE Capital Markets, Inc., as lead arranger and bookrunner, entered into that certain Second Lien Credit Agreement, dated as of April 20, 2007 (as amended, restated, supplemented, modified and in effect from time to time, the "Second Lien Credit Agreement");

WHEREAS, in connection with the Second Lien Credit Agreement, the Borrower (the "Grantor") and certain other Affiliates of the Borrower executed and delivered the Guarantee and Security Agreement in favor the Existing Agent;

WHEREAS, in connection with the Guarantee and Security Agreement, pursuant to the Second Lien Trademark Security Agreement, dated as of April 20, 2007 ("Trademark Agreement"), the Grantor granted to the Existing Agent, for itself and for the ratable benefit of the Secured Parties, a security interest in the "Trademark Collateral" (as defined in the Trademark Agreement), including certain trademark registrations as identified on Schedule I to the Trademark Agreement (collectively, the "Trademark Collateral");

WHEREAS, pursuant to that certain Agency Assignment and Acceptance, dated as of July 21, 2011 (the "Successor Agent Agreement"), the Existing Agent resigned as the Second Lien Collateral Agent under the Second Lien Credit Agreement and the other Loan Documents, the Successor Agent was appointed by the Lenders as the successor Second Lien Collateral Agent under the Second Lien Credit Agreement and the other Loan Documents, and the Successor Agent assumed the rights, powers and privileges of the Second Lien Collateral Agent under the Second Lien Credit Agreement, Guarantee and Security Agreement and other Loan Documents;

WHEREAS, the Existing Agent desires to assign, and the Successor Agent desires to assume, the rights, powers, privileges and obligations of the Second Lien Collateral Agent under the Trademark Agreement.

NOW, THEREFORE, the Existing Agent and the Successor Agent agree as follows:

1. As of the date hereof, the Existing Agent hereby assigns, and the Successor Agent hereby assumes, the rights, powers, privileges and obligations of the Second Lien Collateral Agent in the Trademark Agreement.

2. The security interest granted by the Grantor pursuant to the Trademark Agreement includes a lien on and security interest and other rights in the Trademark Collateral.

3. The Successor Agent may record this Trademark Collateral Assignment on the Trademark Collateral identified on Schedule A with the United States Patent and Trademark Office and trademark offices of any countries and/or jurisdictions in which the trademarks are registered or applied for.

4. Except as expressly amended and supplemented herein or in the Successor Agent Agreement, all of the terms and provisions of the Trademark Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Trademark Collateral Assignment as of the day and year first above written.

General Electric Capital Corporation, as Existing Agent


By: Ashley G. Medlo
Name: Ashley G. Medlo
Title: Duly Authorized Signatory

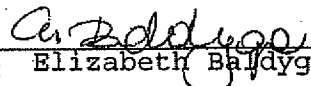
A/74456452.1

[Signature Page to Assignment of Security Interest in Trademarks]

**Deutsche Bank Trust Company Americas, as Successor
Agent**

By: Deutsche Bank National Trust Company

By: 
Name: Estelle Lawrence
Title: Vice President

By: 
Name: Elizabeth Baldyga
Title: Associate

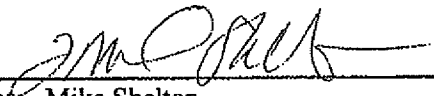
[Signature Page to Assignment of Security Interest in Trademarks]

A/74456452.1

TRADEMARK
REEL: 004634 FRAME: 0124

AGREED AND ACKNOWLEDGED:

RoadLink USA, Inc.,
as Grantor

By: 
Name: Mike Shelton
Title: Authorized Signatory

[Signature Page to Assignment of Security Interest in Trademarks]

A/74436452.1

SCHEDULE A
TRADEMARKS REGISTRATIONS

| <u>TRADEMARK</u> | <u>REGISTRATION NUMBER</u> | <u>REGISTRATION DATE</u> |
|-------------------------|---------------------------------------|---------------------------------|
| ROADPERKS | 2636253 | 10/15/02 |
| ROADLINK USA | 2832244 | 4/13/04 |
| ROAD LINK | 1454644 | 8/25/87 |
| ROAD LINK & DESIGN | 1420457 | 12/09/86 |

A/74456452.1